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OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP  
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New York, New York 10022  
(212) 451-2300  
*Attorneys for Plaintiff and Counter-Defendant*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE BUYING TRIANGLE, LLC,

Plaintiff,

-against-

INFOSYS BPO LIMITED, f/k/a Progeon  
Limited,

Defendant.

**ECF Case**

No. 07 Civ. 4647 (GEL)

PLAINTIFF THE BUYING TRIANGLE,  
LLC'S INITIAL DISCLOSURE  
PURSUANT TO RULE 26(a)(1)

INFOSYS BPO LIMITED,

Counter-Complainant,

-against-

THE BUYING TRIANGLE, LLC,

Counter-Defendant.

Plaintiff and Counter-Defendant The Buying Triangle, LLC ("TBT"), by its attorneys, Olshan Grundman Frome Rosenzweig & Wolosky LLP, for its disclosure pursuant to Fed. Rule of Civil Procedure Rule 26(a)(1), states:

**F.R.C.P. 26(a)(1)(A):** The names, addresses and telephone numbers of individuals likely to have discoverable information that TBT may use to support its claims and defenses on relevant disputed matters (except for impeachment purposes):

**NAME**

**SUBJECT MATTER**

Tariq A. Hassan  
The Buying Triangle, LLC  
280 Rector Place, Suite 8C  
New York, NY 10280  
212 842-2602

Contractual and professional relationship  
between TBT and Infosys BPO Limited  
("Infosys")

Bernard M. Gunther  
The Buying Triangle, LLC  
26 Brent Road  
Lexington, MA 02420  
781 734-0487

Contractual and professional relationship  
between TBT and Infosys

Devesh Nayel  
Contact Unknown

Contractual and professional relationship  
between TBT and Infosys; Infosys  
marketing of TBT product

Amitabh Chaudhry  
Infosys BPO Limited  
Regd Office: Plot Nos 26/3, 26/4 & 26/6  
Hosur Road  
Electronics City, Bangalore 560 100  
INDIA

Contractual and professional relationship  
between TBT and Infosys; Infosys  
marketing of TBT product

Amit Sharma  
Infosys BPO Limited  
Regd Office: Plot Nos 26/3, 26/4 & 26/6  
Hosur Road  
Electronics City, Bangalore 560 100  
INDIA

Contractual and professional relationship  
between TBT and Infosys; Infosys  
marketing of TBT product

Ravi Raman  
Infosys BPO Limited  
Regd Office: Plot Nos 26/3, 26/4 & 26/6  
Hosur Road  
Electronics City, Bangalore 560 100  
INDIA

Breach of security in Infosys FTP server  
relative to TBT

Ritesh Idnani  
Infosys BPO, Ltd.  
400 Crossing Boulevard  
Suite 101  
Bridgewater, NJ 08807

Infosys marketing of TBT product

Guru Mohan  
The Hartford  
Hartford Plaza  
690 Hartford Avenue  
Hartford, CT 06115  
860 757-1567

Infosys performance relative to service for  
TBT clients; breach of security in Infosys  
FTP server relative to TBT

Jeanne Nakamoto  
Metavante  
11000 West Lake Park Drive  
Milwaukee, WI 53224  
414 815-4542

Infosys performance relative to service for  
TBT clients

Patricia Lavigne  
Wolters Kluwer  
2700 Lake Cook Rd.  
Riverwoods, IL 60015  
847 267-7546

Infosys performance relative to service for  
TBT clients

TBT reserves its right to supplement or amend this list of witnesses, to call at trial or for deposition any additional or different witnesses, including rebuttal and impeachment witnesses, and to present testimony from witnesses concerning other subject areas if the need for such testimony arises. By identifying any potential witness or by producing any document, TBT does not adopt any testimony offered by such witness or concede its relevance.

**F.R.C.P. 26(a)(1)(B):** A description by category and location of all documents, electronically stored information and tangible things that are in possession, custody and control of TBT that it may use to support its claims or defenses, except for those items used solely for impeachment:

1. Documents relating to the August 25, 2006 letter agreement between TBT and Infosys, and the performance of the parties thereunder.

2. Documents reflecting communications between TBT and Infosys.

Certain of those materials are available for inspection at the offices of Olshan Grundman Frome Rosenzweig & Wolosky LLPP, Park Avenue Tower, 65 East 55th St., New York, New York 10022. All are within the custody of TBT or its attorneys. TBT reserves its right to modify and supplement its response as necessary and appropriate to include additional document(s) relevant to support its claims.

**F.R.C.P. 26(a)(1)(C):** At this time, TBT provides the following calculations with respect to the following respective categories of damages:

Bills paid to Infosys -- \$96,218

Other out of pocket expenses -- \$77,899

Cost of TBT principals' time -- \$545,800


Subtotal of above -- \$719,917

In addition to the foregoing, TBT has suffered additional damages that are not presently susceptible to calculation. Accordingly, TBT reserves its right to modify and supplement its response as necessary and appropriate to include additional information relevant to support its claims.

**F.R.C.P. 26(a)(1)(D):** TBT is not party to any insurance agreement to satisfy any judgment which may be entered in this action or to indemnify or reimburse any party for payments made to satisfy any such judgment.

Dated: New, York, New York  
September 10, 2007

OLSHAN GRUNDMAN FROME  
ROSENZWEIG & WOLOSKY LLP

By:   
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Raphael Katz (RK6603)  
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Defendant*  
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